REMARKS

Claims 54-58 are pending in the application. There are no amendments in this reply.

CLAIM REJECTIONS—35 U.S.C. § 102

Claims 54-58 were rejected under 35 U.S.C. § 102(e) as being allegedly anticipated by U.S. Patent No. 7,152,207 ("Underwood"). This rejection is respectfully traversed.

Claim 54 recites, among other features, "storing a web site XML file; wherein the **web site XML file is an XML document that specifies the structure of a multi-page web site**; wherein **the web site XML file specifies (a) relationships between web pages of the multi-page web site**, and (b) the structure and content of the pages of the multi-page web site." Underwood does **NOT** disclose any XML document that specifies relationships between web pages of a multi-page web site.

The Final Office Action asserts that Underwood discloses that a definer includes various modules include a site provider/definer for defining the structure, content, and embedded applications of a web site. The Applicants respond that this may be so, but it does not mean that the structure of the web site is specified in an XML file. Furthermore, in this context, "structure of the web site" could mean several different things.

The Final Office Action asserts that Underwood discloses that a web definer allows a user to change the look and feel of a web site, maintains the content and navigation of the web site, without making any changes "thereto." Apparently, this portion of Underwood is saying that, using the web definer, a user can change the look and feel of the web site without changing navigational aspects of the website. The Applicants respond that this may be so, but it does not mean that the navigational aspects of the website are stored in an XML document that specifies relationships between the website's pages.

The Final Office Action asserts that Underwood discloses that the navigational links that provide access to all of the pages of a user's website are maintained even if the user changes the look and feel of the website. This is essentially a repeat of the assertion above, and is not any more relevant to the issue of whether Underwood discloses an XML document that specifies relationships between the web pages of a web site. Even if Underwood discloses some way of maintaining navigational links between web pages of a web site, this does not in any way infer that this "way" necessarily involves an XML document that specifies navigational links, or any other relationships, between web pages of the web site. The Applicants propose that what Underwood really means is that when the visual template that spans across all of the web site's pages is changed by a user, thus changing the "look and feel" of all of the website's pages, the textual content that is already present on each of those web pages—including any inter-page links that might be present on those pages—is not also changed as a result of the change to the "look and feel." Underwood does not say or mean anything more than this. Underwood does not disclose a single XML document that specifies the structure of the entire multi-page website, including the relationships between the website's pages.

The Final Office Action asserts that Underwood discloses that the way that the navigational aspects of a web site's pages is maintained even throughout a change to the "look and feel" of each of the pages is via an algorithm that governs the most efficient way to maintain links between pages of the web site based on their structural relationship with one another. The Applicants concede that web pages do often have relationships with each other, and some of those relationships are structural. In referring to "structural relationships" here, Underwood is not referring to links between the pages anyway, but, instead, to similarities in the structures of those pages—the structures that cause the pages to have a similar "look and feel" to each other. Regardless, even if an algorithm governs the most efficient way to maintain inter-page links during a site-wide change to the look and feel of those pages, this in no way infers the existence

of some document, XML or otherwise, that specifies the relationships (interlinks or otherwise) between the web site's web pages. Clearly, there may be a variety of ways in which such an algorithm could operate. Underwood does not state that any particular way involves the XML document that is recited in Claim 55.

The Final Office Action asserts that Underwood discloses that fields from a "Property Page" form, with field names corresponding to property names, are automatically saved by a definer. It isn't clear exactly what the Final Office Action is trying to prove here. Perhaps the Final Office Action is trying to allege that the "Property Page" is an XML document. Underwood actually says, in col. 46, lines 45-48, that the "Property Page" is "a data entry form that allows users to manipulate the properties of a DXC instance." This is quite a bit different from an XML document that specifies relationships between the pages of a multi-page website. There does not even appear to be any indication in Underwood that the "Property Page" is even an XML document. DXC instances were discussed in the reply to the previous Office Action. Portions of that reply are repeated below because they are relevant to the understanding of what a "Property Page," discussed by the Final Office Action, actually is. Although the definer might save fields from the property page form, Underwood does not disclose that these fields are saved in an XML document, or that these fields somehow specify relationships between the pages of a multi-page website.

The Final Office Action asserts that in col. 5, line 39, Underwood discloses "Property Page may be provided to allow the user to modify the individual elements of the XML structure." Actually, col. 5, line 39 does not say this at all. The portion of Underwood to which the Final Office Action refers here appears to be the portion that is actually in col. 49, lines 39-40. This portion, and the surrounding context, says:

> However, Property Page may not correspond directly with the properties defined for a DXC. For example, the **entire state of the DXC may be serialized as EXtensible Markup Language ("XML")** and stored in a single property. Rather than making the user edit **the XML document** directly, a Property Page may be provided to allow the user to modify **the individual elements of the XML structure**. To achieve this, Property Page Interface 7070 and Edit Event Interface 7065

> are used. Form fields that do not correspond to property names are created using Property Page Interface 7070. When the property page form is submitted, Definer forwards all of the form data to Edit Event Interface 7065, which constructs the XML document from the form data and returns it as a property update in the header of its response.

When considered in context, it is clear that the "XML document" to which the cited portion refers is nothing more than a serialized representation of the DXC (which is discussed below). A DXC, as has been explained in previous replies, is **not** a document that defines the structure of a multi-page website or indicates relationships between the pages of such a web-site. The portion quoted above is merely saying that after the DXC's state has been serialized and stored in an XML document, the user does not need to edit the raw XML document, such as by using an XML editor. Instead, the user can edit the DXC through the fields of the Property Page, which is a data entry form through whose fields the individual elements in the XML document (the one that represents the DXC). Each field of the Property Page apparently corresponds to a different XML element in the XML document that represents the DXC in serialized form. However, once again, the DXC, even when serialized as an XML document, does not specify the structure of an entire multi-page website, and does not indicate the relationships between the pages of such a website.

The following assertion made by the Final Office Action, that "Underwood recognizes XML structures of web sites' pages exist," does not in any way follow rationally from the text quoted above. Perhaps the foregoing quoted paragraph could be argued to demonstrate that Underwood "recognizes" that a DXC's serialized state can be stored in an XML document, but nothing more. Regardless, the Applicants are not disputing whether or not an individual web page can be stored as an XML document. Rather, the Applicants contend that Underwood does not disclose an XML document that specifies the structure of a multi-page web site, including the relationships between the pages of that web site. These are two very different issues.

The Final Office Action then asserts that some of Underwood's figures show a site map that lists pages included in a site. The Applicants responsively shrug with indifference and admit that Underwood does, indeed, show such a site map, for whatever relevance it has to the present

discussion. The Applicants even concede that site maps that illustrate the pages that are present in a website were well known. The Applicants then note, however, that this does **not** in any way infer that, underlying the site map, there must be some XML document that somehow specifies the contents of the site map. Underwood does not disclose such an XML document. Underwood discloses other kinds of XML documents, like the unrelated-to-the-site-map one that is represents the DXC, as discussed above, but not an XML document that represents a site map. Even if the site map could be stored in some persistent way, Underwood contains no teaching or suggestion that the site map's contents would or should be stored within an XML document specifically.

Portions of the reply to the previous Office Action are now repeated for the sake of re-explaining what a DXC is, as there still appears to be some mistaken perception that a DXC specifies the structure of a multi-page website.

The Office Action points to Underwood's col. 49, lines 34-50, as allegedly disclosing the features of Claim 54. This portion of Underwood does **NOT** disclose that an XML document or XML file specifies relationships between web pages of a multi-page web site. The XML document discussed in this portion of Underwood does **NOT** even specify a "hierarchy" such as the one shown in Underwood's FIG. 68.

Instead, the XML document discussed in this portion of Underwood is the serialization of a state of a "DXC" (col. 49, lines 35-38). A DXC does **NOT** specify relationships between web pages of a multi-page site. Instead, a DXC is an external web-server-hosted application that generates custom content for inclusion **within a page** of a Definer web site (col. 46, lines 15-18). A DXC is a third party **application** or component (col. 46, lines 22-24). A DXC produces HTML representations of DXC instances, which are specific instances of a DXC **embedded in a web page** (col. 46, lines 28-30). Thus, these DXC instances are nothing more than third-party applications that are embedded within web pages of a web site. DXC, and the instances thereof,

do **NOT** specify the **structure** of such a web site as a whole, **NOR** do they specify **relationships between** pages of such a web site.

Indeed, it makes absolutely no sense to argue that a DXC instance, embedded within a page of a web site, would also specify the structure of that web site or relationships between pages of that web site. There is no reason why something embedded within a page of a web site would specify relationships between pages of that web site. The DXC instance apparently produces content for consumption by the viewer of the web page in which that DXC instance is embedded, rather than being a part of a tool that is used to generate a web site of which such a web page is a part.

Thus, even if a DXC can be serialized as XML, DXC has nothing to do with the specification of a multi-page web site, nor does DXC have anything to do with the specification of relationships between pages of a multi-page web site. Even if other parts of Underwood discuss a hierarchy of some kind, this hierarchy is not expressed by the DXC in any way.

Therefore, Underwood does **NOT** disclose, teach, or suggest, "storing a web site XML file; wherein the **web site XML file is an XML document that specifies the structure of a multi-page web site**; wherein **the web site XML file specifies (a) relationships between web pages of the multi-page web site**, and (b) the structure and content of the pages of the multi-page web site" as recited in Claim 54. Consequently, Claim 54, and the claims that depend from Claim 54, are patentable over Underwood under 35 U.S.C. § 102(e).

Additionally, Claim 57 recites, "wherein a particular component, of the plurality of components, is dynamically generated at a different computer than a computer storing the web site XML file." Although Underwood discloses a server 105 that is separate from a client terminal 125, Underwood does not disclose that any component that may be used by the web site is ever generated on any computer other than server 105. Although a user may access pages that

pertain to the web site from client terminal 125, all of the component generation actually occurs on server 105.

CONCLUSION

For the reasons set forth above, it is respectfully submitted that all of the pending claims are now in condition for allowance. Therefore, the issuance of a formal Notice of Allowance is believed next in order, and that action is most earnestly solicited.

The Examiner is respectfully requested to contact the undersigned by telephone if it is believed that such contact would further the examination of the present application.

Please charge any shortages or credit any overages to Deposit Account No. 50-1302.

Respectfully submitted,

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